


MTC 354637 AL

2020-016602

Klamath County, Oregon

12/21/2020 12:51:01 PM

Fee: \$107.00

**THE DOCUMENTARY TRANSFER TAX IS \$0 (NONE)
(THIS TRANSFER EXEMPT PURSUANT TO REVENUE AND TAXATION CODE 11922)**

After recording return to:

U. S. Fish and Wildlife Service
Region 8, Realty Division
2800 Cottage Way, Suite W-1832
Sacramento, CA 95825

AREA: Upper Klamath NWR
TRACT NO: (41, R)

WARRANTY DEED

LEONARD IRWIN EISENBERG AND KAREN DIANE EISENBERG, as Trustees of the Leonard and Karen Eisenberg Trust, dated September 18, 2006, (hereinafter "Grantors"), on this 11 day of December, 2020, for and in consideration of community goodwill, and without monetary consideration, the receipt and sufficiency of such consideration being hereby acknowledged, does by these presents give, grant and convey unto THE UNITED STATES OF AMERICA, and its assigns (hereinafter "Grantee") the following described real property, located in Klamath County, Oregon, containing 1,916.1 acres, more or less, and being more particularly described as follows:

SEE EXHIBIT "A "Attached hereto and made a part hereof

TOGETHER WITH all buildings and improvements thereon and all water rights appurtenant thereto and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

The Grantor covenants and conveys to the United States of America the fee simple title to the above-described land subject to existing easements for public roads and highways, public utilities, railroads and pipelines and subject to other outstanding rights, if any, of record in third parties.

SUBJECT TO a Reservation of access for hiking, hunting and camping privileges to the Grantors, along with their immediate family members and guests accompanying the Grantors, for the life of the Grantors with conditions outlined below.

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TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the UNITED STATES OF AMERICA, and unto its assigns forever; and Grantor, for itself, its successors and assigns, does hereby covenant with the Grantee and its assigns that the Grantor is lawfully seized and possessed of the herein described property in fee simple; that the same is free and clear of all encumbrances (except for covenants, and restrictions of record, if any, and/or described in this Warranty Deed); that the Grantor has the right to sell and convey said property; that the Grantor Warrants, specially and generally, the title and quiet enjoyment of the property; that the Grantor, its successors and assigns will forever defend the same unto the Grantee and its assigns against all lawful claims and demands thereof by others and will issue such further assurances as the Grantee and/or its assigns may request.

FURTHER Grantors agree to provide Upper Klamath National Wildlife Refuge with 48 hours' notice of occupancy to receive combinations to any gate locks. The specific use described may not be construed to include the further right to authorize any other use or access unless approved in writing by the Grantee.

Grantors agrees that access may be restricted by the Refuge during construction or critical habitat periods (bird nesting, etc.). Camping would be restricted to the old home and farm building site and will be required to be completely self-contained as to sanitation, water, food and shelter. All temporary structures, personal property, and trash shall be removed by the Grantor upon exiting the property.

Grantors shall indemnify and defend the Grantee from any loss, claim or liability for damages to life, persons or property arising from the occupancy or use. The Grantee shall have no liability to the Grantors or others for any condition existing thereon.

WHEREAS It is mutually understood and agreed between the parties that this area is for the protection of wildlife in the area herein acquired and the Grantors will conform to and be governed by, and herein binds themselves, family members and guests, to conform to, and be governed by, the rules and regulations pertaining to this protection.

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The Grantor further remises, releases, and forever quitclaims to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the Grantor may have in and to water rights, banks, beds, and waters of any stream or river bordering or traversing, or in any appropriative water rights appurtenant to, the said land hereby conveyed, and also all interest in and to any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting, adjoining, or appurtenant to said land, and in any means of ingress or egress appurtenant thereto.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands and seals this 11 day of December, 2020.

LEONARD IRWIN EISENBERG AND KAREN DIANE EISENBERG, as Trustees of the Leonard and Karen Eisenberg Trust, dated September 18, 2006,

Leon Eisenberg
LEONARD IRWIN EISENBERG

Karen Diane Eisenberg
KAREN DIANE EISENBERG

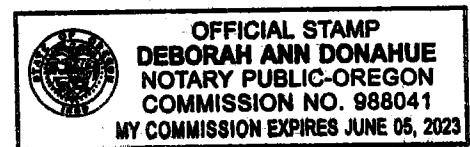
ACKNOWLEDGMENT

State of Oregon }
 }ss
County of }

On this 11 day of December in the year 2020, before me, Deborah Ann Donahue, a Notary Public in and for said state, personally appeared Leonard Irwin Eisenberg known or identified to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that they executed same. Karen Diane Eisenberg

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Deborah Ann Donahue
Notary Public for the State of Oregon
Residing at: Oregon
Commission Expires: June 05, 2023



CERTIFICATE OF ACCEPTANCE

This is to certify that the Secretary of the Interior, acting by and through his authorized representative, the Realty Officer, California Great Basin Region, U.S. Fish and Wildlife Service, hereby accepts on behalf of the United States of America, the real property described within the Warranty Deed and consents to recordation thereof.

Date: 12/9/20



Michael Borkoski, Acting Realty Officer
U.S. Fish and Wildlife Service
California Great Basin Region

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EXHIBIT A
LEGAL DESCRIPTION

A piece or parcel of land situated in Section 5, 8, 16, 17, 20 and 21, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the intersection of the center line of Seven Mile Canal as the same is now located and constructed, with the line marking the Westerly boundary of the said Section 5, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, and from which point the Southeasterly corner of Section 1, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, as established by Norman D. Price, U.S. Cadastral Engineer, between October 31, 1930 and June 22, 1931, bears

South 83° 59' West, 5310.1 feet distant, and running thence downstream along the said center line of Seven Mile Canal South 61° 35 1/2' East 861.2 feet; thence South 31° 46 1/2' East 2306.4 feet; thence South 34° 23 1/2' East 1252.4 feet; thence South 32° 27 1/2' East 2101.8 feet; thence South 41° 02 1/2' East 8802.1 feet, more or less, to the intersection of the said center line of Seven Mile Canal, with a line which is parallel with and 70.0 feet at right angles Southeasterly from the center line of the Dixon and McQuiston Levees, as the same is now located and constructed; thence leaving the center line of Seven Mile Canal and following the same line parallel with the said Dixon and McQuiston Levee South 44° 40' West 6437.9 feet, more or less, to its intersection with the Southerly boundary of the said Section 20, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon; thence Westerly along the Southerly boundary of said Section 20, 4905.3 feet, more or less, to the Southwesterly corner of the said Section 20, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon; thence Northerly along the Westerly boundary of the said Sections 20, 17, 8 and 5, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, 16,570.6 feet, more or less to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to D'Artney Bros., a co-partnership, by Deed recorded in Volume 331, page 367, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion conveyed to Byron W. Bacchi, et ux, and Henry Francis Bacchi, et ux, by Deed recorded in Volume 350, page 675, Deed Records of Klamath County, Oregon.

TOGETHER WITH an ingress and egress access easement being 100 feet wide and approximately 3/4 of a mile long commencing at the intersection of the centerline of Section 6, Township 4 South, Range 7 1/2 East, Willamette Meridian, with the southwesterly bank of the Seven Mile Canal, extending thence southeasterly along the southwest bank of the Seven Mile Canal a distance of 3/4ths of a mile, more or less, to the east line of said Section 6.



Certification of Charges Paid
(2015 Oregon Laws Chapter 96)

Certification #

2020-9

All charges against the real property have been paid for the property that is the subject of the deed between:

Grantor
Leonard Irwin Eisenberg and Karen Diane Eisenberg,
as Trustees of the Leonard and Karen Eisenberg Trust, dated
September 16, 2006

Grantee
The United States of America

Signed on (date) 12/21/2020 and for consideration of \$ 0.00

Assessor's signature

Date

12/21/2020

150-310-411 (Rev. 10-15)

LEGAL DESCRIPTION

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